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AFFILIATED FM INSURANCE COMPANY

UNITED STATES DISTRICT COURT

DISTRICT OF NEVADA

TREASURE ISLAND, LLC,)	Case No.: 2:20-cv-00965-JCM-EJY
)	
<i>Plaintiff,</i>)	STIPULATION FOR
)	PROTECTIVE ORDER AND
vs.)	PROTECTIVE ORDER
)	
AFFILIATED FM INSURANCE COMPANY,)	
)	Judge: Hon. James C. Mahan
<i>Defendant.</i>)	Complaint filed: May 28, 2020
)	
)	

IT IS HEREBY STIPULATED AND AGREED by and between Plaintiff Treasure Island, LLC, and Defendant Affiliated FM Insurance Company through their counsel of record, that:

GOOD CAUSE STATEMENT

The allegations in the pleadings in this action contemplate that during the course of litigation, certain proprietary, confidential, and/or trade secret information may be disclosed. In connection

1 with the discovery in this action, the Parties and certain third-party witnesses may produce
2 documents, electronically stored information and materials that contain such information. Absent a
3 protective order, production of certain documents and information may cause prejudice or harm if
4 made publicly available.

5 **PURPOSES AND LIMITATIONS**

6 The purpose of this Stipulated Protective Order is to provide a means for limiting access to,
7 and the use and disclosure of, protected documents and information that are produced in this action.
8 Accordingly, the **Parties** hereto stipulate to and petition the Court to enter the following Stipulated
9 Protective Order (the “Order” or “Stipulated Protective Order”). The **Parties** acknowledge that this
10 Order does not confer blanket protections on all disclosures or responses to discovery, and that the
11 protection it affords from public disclosure and use extends only to the limited information or items
12 that are entitled to confidential treatment under the applicable legal principles. The **Parties** further
13 acknowledge that any **Party** seeking to seal Documents filed with the Court shall be required to
14 comply with Local Rule IA 10-5 concerning Sealed Documents.

15 **DEFINITIONS**

16 A. Information, Records, Documents or testimony designated as “**Attorneys’ Eyes**
17 **Only**” or “**Attorneys’ Eyes Only Information**” or “**Attorneys’ Eyes Only Material**” shall be
18 fully protected by the terms of this Order. All portions of transcripts, depositions, exhibits, or other
19 pleadings or filings in this action which contain or otherwise set forth Documents, information, or
20 other materials, or contents thereof, which have been designated as **Attorneys’ Eyes Only**, shall
21 likewise be subject to the terms of this Order.

22 B. Information, Records, Documents or testimony designated as “**Confidential**” or
23 “**Confidential Information**” or “**Confidential Material**,” shall be fully protected by the terms of
24 this Order. All portions of transcripts, depositions, exhibits, or other pleadings or filings in this
25 action which contain or otherwise set forth Documents, information, or other materials, or contents
26 thereof, which have been previously designated as **Confidential**, shall likewise be subject to the
27 terms of this Order.
28

1 C. **“Communicate”** (or variants) means to disclose, show, give, list, describe, provide,
2 make available, furnish or allow exposure of information in any fashion to any person, including
3 without limitation any mailing, faxing, hand delivery, photograph, electronic, digital or any other
4 duplication or distribution method;

5 D. **“Copy”** or **“Copies”** means reproductions made through any process, including but
6 not limited to photocopying or photographic, any form of reproduction, manual recopying,
7 microfilm, dictation, or mechanical, visual, digital or electronic duplication which in any way
8 attempts to produce the substance, form, or content of information;

9 E. **“Designating Party”** shall mean any **Party** or **Non-Party** who designates any
10 material or information under this Stipulated Protective Order as **Confidential or Attorneys’ Eyes**
11 **Only**.

12 F. **“Document”** or **“Documents”** includes all written, recorded, digital, electronic or
13 graphic material, whether produced or created by a **Party**, **Non-Party**, or another person and
14 whether produced pursuant to formal or informal discovery, pursuant to subpoena, by agreement or
15 otherwise, and includes both those items of a tangible nature and any digital or computer files;

16 G. **“Party”** means any person or entity named in this litigation, including affiliates,
17 subsidiaries, or parent companies thereof;

18 H. **“Person”** means any natural person, or any legal or business entity, profit or nonprofit
19 organizations, or any governmental agency;

20 I. **“Producing Party”** means the Party who produced **Confidential or Attorneys’ Eyes**
21 **Only Material, Documents, or Information**;

22 J. **“Conclusion of this litigation”** shall be deemed to be the entry of final judgment
23 herein after the completion and exhaustion of all appeals, rehearings, remands, trials, or reviews of
24 this action, including the time limits for filing any motions or applications for extension of time
25 pursuant to applicable law or a dismissal following settlement.

26 K. **“Professional Vendors”** include Persons or entities that provide litigation support
27 services (e.g., photocopying, videotaping, translating, preparing exhibits or demonstrations, and
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organizing, storing, or retrieving data in any form or medium) and their employees and subcontractors.

L. “**Non-Party**” means any person or entity not named in this litigation.

M. “**Receiving Party**” means the party who receives **Confidential** or **Attorneys’ Eyes Only Material, Documents, or Information**.

N. “**Requesting Party**” means the party that issued the discovery request that caused the **Producing Party** to produce **Confidential** or **Attorneys’ Eyes Only Material, Documents, or Information**.

RESTRICTIONS

1. During the course of litigation, any **Party** may seek to have discovery material classified as “**Confidential**.” **Confidential Material** includes, but is not limited to: (a) a trade secret; (b) sensitive marketing, merchandising, corporate, or financial information; (c) private information regarding the **Parties**, affiliated entities, or a third party; (d) personnel records; or (e) any **Document** subject to a confidentiality agreement. **Confidential Material** may be designated by any **Party** as being subject to the provisions of this Stipulated Protective Order. Any **Party** or **Non-Party** (“**Designating Party**”) may designate as **Confidential** any material if the **Party** or **Non-Party** in good faith believes that it contains **Confidential** commercial, financial, proprietary, or personal information. Such designation shall be made in good faith and with legitimate grounds when made. Failure to designate in this manner is sanctionable by the court.

2. During the course of litigation, any **Party** may seek to have material classified as **Attorneys’ Eyes Only**. **Attorneys’ Eyes Only Material** includes, but is not limited to, any information, document or thing, or portion of any document or thing that contains highly sensitive proprietary, business or personal information, the disclosure of which is highly likely to cause significant harm to an individual or to the business or competitive position of the **Designating Party**. Said information may be designated by any **Party** as being subject to the provision of this Stipulated Protective Order. Any **Party** or **Non-Party** may designate as **Attorneys’ Eyes Only** any material if the **Party** or **Non-Party** in good faith believes that it contains highly sensitive proprietary, business or personal information, the disclosure of which is highly likely to cause

1 significant harm to an individual or to the business or competitive position of the **Designating**
 2 **Party**. Such designation shall be made in good faith and with legitimate grounds when made.
 3 Failure to designate in this manner is sanctionable by the court.

4 3. **Confidential Documents** and the information contained therein shall be used by the
 5 **Parties** and those **Persons** identified in Paragraph 5 (**Covered Persons**) only for the purpose of the
 6 prosecution or defense of this captioned action, and shall not be **Communicated** in any manner to
 7 anyone other than those **Covered Persons** identified in Paragraph 5, without order of the Court.
 8 Each and every **Confidential Document** produced (including **Copies**, excerpts, digests, summaries
 9 or indices thereof) by a **Party** or **Non-Party** shall be clearly marked and identified with the
 10 following legend, or one substantially similar:

11 **CONFIDENTIAL – SUBJECT TO PROTECTIVE ORDER**
 12 **U.S.D.C. D. NEV. Case No. 2:20-cv-00965-JCM-EJY**

13 In the event any **Party or Non-Party** creates a computer database, disk, compact disk, drive,
 14 digital or other electronic record containing **Confidential Documents** or information, the **Party or**
 15 **Non-Party** creating such an electronic record shall mark the database, disk, case or envelope
 16 containing the material with the language contained in this Paragraph 3. **Documents** printed from
 17 such electronic media shall be marked the same as **Documents** originally produced on paper.

18 If corrected, an inadvertent failure to designate qualified information or items does not,
 19 standing alone, waive the **Designating Party's** right to secure protection under this Order for such
 20 material. Upon correction of a designation, the **Receiving Party** must take reasonable efforts to
 21 assure that the material is treated in accordance with the provisions of this Order.

22 If it comes to a **Designating Party's** attention that information or items that it designated for
 23 protection do not qualify for protection, that **Designating Party** must promptly notify all other
 24 **Parties** that it is withdrawing the mistaken designation.

25 4. All **Attorneys' Eyes Only Material** shall be used by the **Receiving Party** solely for
 26 purposes of the prosecution or defense of the action, and shall not be used by the **Receiving Party**
 27 for any business, commercial, competitive, personal or other purpose. Material produced and
 28 marked as **Attorneys' Eyes Only** may only be disclosed to outside counsel for the **Receiving Party**

1 and **AEO Covered Persons** identified in Paragraph 6, and not to a **Party** or anyone else, except to
 2 such other persons as counsel for the **Producing Party** agrees in advance or as ordered by the Court.
 3 It is, however, understood that counsel for a **Party** may give advice and opinions to his or her client
 4 solely relating to this captioned action based on his or her evaluation of **Attorneys' Eyes Only**
 5 **Material**, provided that such advice and opinion shall not reveal the content of such **Attorneys'**
 6 **Eyes Only Material** except by prior written agreement of counsel for the **Producing Party**, or by
 7 order of the Court. Each and every **Attorneys' Eyes Only Material** produced (including **Copies**,
 8 excerpts, digests, summaries or indices thereof) by a **Party** or **Non-Party** shall be clearly marked
 9 and identified with the following legend, or one substantially similar:

10 **ATTORNEYS' EYES ONLY – SUBJECT TO PROTECTIVE ORDER**
 11 **U.S.D.C. D. NEV. Case No. 2:20-cv-00965-JCM-EJY**

12 In the event any **Party or Non-Party** creates a computer database, disk, compact disk, drive,
 13 digital or other electronic record containing **Attorneys' Eyes Only Material** or **Attorneys' Eyes**
 14 **Only Information**, the **Party or Non-Party** creating such an electronic record shall mark the
 15 database, disk, case or envelope containing the material with the language contained in this
 16 Paragraph. **Documents** printed from such electronic media shall be marked the same as **Documents**
 17 originally produced on paper.

18 If corrected, an inadvertent failure to designate qualified information or items does not,
 19 standing alone, waive the **Designating Party's** right to secure protection under this Order for such
 20 material. Upon correction of a designation, the **Receiving Party** must take reasonable efforts to
 21 assure that the material is treated in accordance with the provisions of this Order.

22 If it comes to a **Designating Party's** attention that information or items that it designated for
 23 protection do not qualify for protection, that **Designating Party** must promptly notify all other
 24 **Parties** that it is withdrawing the mistaken designation.

25 5. **Confidential Documents** and information shall not be given, shown, made available,
 26 discussed or otherwise **Communicated** in any way except to a "**Covered Person.**" **Covered**
 27 **Persons** are defined as follows:

- 28 a. The Court or Courts in which this litigation is being pursued;

1 b. The **Party** including their respective officers, directors and managing
2 employees, and/or a **Person** employed by a corporate **Party** who is participating in the prosecution
3 and/or defense of this litigation and the preparation of this case;

4 c. The attorneys of record for the **Parties** and their associated attorneys,
5 including in-house attorneys in charge of monitoring this litigation and the employees of any such
6 attorneys to whom it is necessary that the material be shown for purposes of the litigation;

7 d. Independent consultants, or other independent experts retained by a **Party** or
8 an attorney of record to assist in the preparation of this litigation, and who have signed Exhibit A;

9 e. Court reporters and their staff, professional jury or trial consultants, mock
10 jurors, mediators, and Professional Vendors to whom disclosure is reasonably necessary for this
11 litigation;

12 f. During depositions, witnesses in the action to whom disclosure is reasonably
13 necessary who are authors or recipients or those whose testimony is reasonably expected by the
14 examining party to pertain to the subject of the document, unless otherwise agreed by the **Party**
15 designating the document as **Confidential** or ordered by the court; and

16 g. Jurors in this action, with respect to any claims triable to a jury.

17 6. **Attorneys' Eyes Only documents** and information shall not be given, shown, made
18 available, discussed or otherwise **Communicated** in any way except to an "**AEO Covered Person.**"
19 **AEO Covered Persons** are defined as follows:

20 a. The Court or Courts in which this litigation is being pursued;

21 b. The attorneys of record for the **Parties** and their associated attorneys,
22 including in-house attorneys in charge of monitoring this litigation and the employees of any such
23 attorneys to whom it is necessary that the material be shown for purposes of the litigation;

24 c. Independent consultants, or other independent experts retained by a **Party** or
25 an attorney of record to assist in the preparation of this litigation, and who have signed Exhibit A;

26 d. Court reporters and their staff, professional jury or trial consultants, mock
27 jurors, mediators, and Professional Vendors to whom disclosure is reasonably necessary for this
28 litigation;

1 e. During depositions, witnesses in the action to whom disclosure is reasonably
2 necessary who are authors or recipients or those whose testimony is reasonably expected by the
3 examining party to pertain to the subject of the document, unless otherwise agreed by the **Party**
4 designating the document as **Confidential** or ordered by the court; and

5 f. Jurors in this action, with respect to any claims triable to a jury.

6 7. With respect to deposition testimony relating to or discussing a **Party's Confidential**
7 **Information** or **Attorneys' Eyes Only Material**, the testimony shall correspondingly be considered
8 **Confidential Material** or **Attorneys' Eyes Only Material**, including any deposition exhibits
9 containing **Confidential Material** or **Attorneys' Eyes Only Material**, and the transcript of any
10 such depositions shall be stamped "CONFIDENTIAL" or "ATTORNEYS' EYES ONLY." The
11 court reporter and videographer, if any, for any such deposition, shall be provided a copy of this
12 Order by the **Party** who asserts confidentiality at the deposition, shall acknowledge this Order on
13 the record and shall not disclose to anyone any deposition testimony or exhibit in this case, other
14 than those specified in Paragraph 5 for **Confidential Material** and those specified in Paragraph 6 for
15 **Attorneys' Eyes Only Material**. Any **Party** may appropriately designate transcripts of depositions
16 as containing **Confidential Material** or **Attorneys' Eyes Only Material** after transcription as in the
17 case of any other documents or information, provided that notice of such designation is given to the
18 other party within fourteen (14) days after receipt of the transcript.

19 8. Except as otherwise permitted under Paragraph 5, **Confidential Documents** and
20 information shall not be given, shown, made available, discussed or otherwise **Communicated** to
21 anyone other than the attorneys of record for a **Party** without first informing that other person of the
22 contents of this Order. In the case of **Persons** specified in 5(d) herein above, counsel shall obtain
23 from such **Person** a signed acknowledgment, in the form attached hereto as Exhibit A.

24 Counsel making such disclosure shall retain the original acknowledgment (Exhibit A).

25 9. Except as otherwise permitted under Paragraph 6, **Attorneys Eyes Only documents**
26 and information shall not be given, shown, made available, discussed or otherwise **Communicated**
27 to anyone other than the attorneys of record for a **Party** without first informing that other person of
28

1 the contents of this Order. In the case of **Persons** specified in 6(c) herein above, counsel shall obtain
2 from such **Person** a signed acknowledgment, in the form attached hereto as Exhibit A.

3 Counsel making such disclosure shall retain the original acknowledgment (Exhibit A).

4 10. Any **Party** may challenge a **Confidential** or **Attorneys' Eyes Only** designation at
5 any time.

6 a. Unless a prompt challenge to a **Designating Party's Confidential** or
7 **Attorneys' Eyes Only** designation is necessary to avoid foreseeable, substantial unfairness,
8 unnecessary economic burdens, or significant disruption or delay of the litigation, a **Party** does not
9 waive its right to challenge a **Confidential** or **Attorneys' Eyes Only** designation by electing not to
10 mount a challenge promptly after the original designation is disclosed. However, the **Parties** agree
11 that all challenges to a **Designating Party's Confidential** or **Attorneys' Eyes Only** designations of
12 materials produced in this litigation, including transcripts and productions from non-parties, must be
13 communicated to the Court no later than the expert discovery cut-off deadline in the case
14 management schedule ordered in this action.

15 b. The **Party** challenging a **Confidential** or **Attorneys' Eyes Only** designation
16 (the "**Challenging Party**") shall initiate the dispute resolution process by providing written notice of
17 each designation it is challenging whereupon the **Designating Party** must set forth the basis of the
18 **Confidential** or **Attorneys' Eyes Only** designation within seven (7) days. To avoid ambiguity as to
19 whether a challenge has been made, the written notice must recite that the challenge to **Confidential**
20 or **Attorneys' Eyes Only** designation(s) is being made. The Parties shall attempt to resolve each
21 challenge in good faith and must begin this process by conferring directly (in voice-to-voice dialog;
22 other forms of communications are not sufficient) within seven (7) days of the date of service of the
23 initial notice. In conferring, the **Designating Party** must explain the basis for its belief that the
24 **Confidential** or **Attorneys' Eyes Only** designation was proper whereupon the **Challenging Party**
25 must explain the basis for any challenge to the designation. After having an opportunity to review
26 the challenge and the designated material, the **Designating Party** must either withdraw or maintain
27 the designation.
28

c. If an informal resolution cannot be reached, it shall be the burden of the **Challenging Party**, in the case of **Confidential** material, or the **Designating Party**, in the case of **Attorneys' Eyes Only** material, to seek any appropriate relief under LR 26-6 within seven (7) days of a declaration of impasse by the **Challenging Party**. All **Parties** shall continue to afford the material in question the level of protection to which it is entitled under the **Designating Party's** designation while any challenge or subsequent motion is pending. The burden of persuasion in any such proceeding shall be on the **Designating Party**. All **Parties** agree to abide by the resolution determined by the Court. A failure by burdened **Party** to seek appropriate relief under LR 26-6 within the prescribed time period shall result in a waiver of that **Party's** designation of **Confidential** or **Attorneys' Eyes Only**.

10. All writings submitted to or filed with the Court in connection with any pre-trial proceedings which contain, set forth, summarize or otherwise disclose **Confidential Documents** or **Attorneys' Eyes Only Material** shall be filed under seal and such **Documents** shall not be publicly available, except by further order of this Court. The **Parties** acknowledge Local Rule IA 10-5 governs the filing of **Documents** under seal.

11. At the trial of this cause, the **Parties** agree that the protection of the confidentiality of **Confidential Documents** and/or **Attorneys' Eyes Only Material** shall continue to the maximum extent permitted by the Court, pursuant to such procedures as the Court may require.

12. If any **Party** or **Person** that has obtained **Confidential Documents** or **Attorneys' Eyes Only Material** under the terms of this Order receives a subpoena or other legal process commanding the production of any such **Confidential Documents** or **Attorneys' Eyes Only Material** ("the Subpoena"), such **Party** or **Person** shall promptly notify the **Designating Party** of the service of the Subpoena. The **Party** or **Person** receiving the Subpoena shall not produce any **Confidential Document** or **Attorneys' Eyes Only Material** in response to the Subpoena without either the prior written consent of the **Producing Party**, or an order of a court of competent jurisdiction. However, the **Producing Party** in such case shall have the burden of seeking a court order relieving the subpoenaed **Party** or **Person** of the obligations of the Subpoena prior to the

1 return date of such Subpoena, or the subpoenaed **Person** or **Party** shall be relieved of its obligations
2 under this paragraph.

3 13. The inadvertent production in the course of discovery in this action of any **Document**
4 or information (whether designated as **Confidential** or **Attorneys' Eyes Only** or not) shall not be
5 deemed to waive whatever attorney-client privilege, work product protection, or other privilege or
6 immunity that would otherwise attach to the **Document** or information produced or to other
7 **Documents** or information, as long as the **Producing Party** or **Person**, promptly after discovery of
8 the inadvertent production, notifies the other **Party** or **Parties** of the claim of privilege or other
9 protection or immunity. When a **Producing Party** gives notice to **Receiving Parties** that certain
10 inadvertently produced material is subject to a claim of privilege or other protection, the obligations
11 of the **Receiving Parties** are those set forth in Federal Rule of Civil Procedure 26(b)(5)(B). This
12 provision is not intended to modify whatever procedure may be established in any e-discovery order
13 that provides for production without prior privilege review. Pursuant to Federal Rule of Evidence
14 502(d) and (e), insofar as the **Parties** reach an agreement on the effect of disclosure of a
15 communication or information covered by the attorney-client privilege or work product protection,
16 the **Parties** may incorporate their agreement in this Order submitted to the Court.

17 14. The terms of this Order are applicable to information produced by a **Non-Party** in
18 this action and designated as **Confidential** and/or **Attorneys' Eyes Only**. Such information
19 produced by **Non-Parties** in connection with this litigation is protected by the remedies and relief
20 provided by this Order, and shall not be **Communicated** in any manner to anyone other than those
21 **Persons** identified in Paragraph 5 for **Confidential Documents** or under Paragraph 6 for **Attorneys'**
22 **Eyes Only Material**, without order of the Court after due notice to the **Non-Party**. Nothing in these
23 provisions should be construed as prohibiting a **Non-Party** from seeking additional protections.

24 15. In the event that a **Producing Party** is required, by a valid discovery request from a
25 **Requesting Party**, to produce a **Non-Party's** confidential information in its possession, and the
26 **Producing Party** is subject to an agreement with the **Non-Party** to not produce the **Non-Party's**
27 confidential information entered before this action commenced, then the **Producing Party** shall:
28

1 a. Promptly notify in writing the **Requesting Party** and the **Non-Party** that
 2 some or all of the information requested is subject to a confidentiality agreement with a **Non-Party**,
 3 including identifying that confidentiality agreement and providing a copy of that confidentiality
 4 agreement to the **Requesting Party**;

5 b. Promptly provide the **Non-Party** with a copy of the Stipulated Protective
 6 Order in this litigation, the relevant discovery request(s), and a reasonably specific description of the
 7 information requested; and

8 c. Make the information requested available for inspection by the **Non-Party**.
 9 If the **Non-Party**, or the **Producing Party** on the **Non-Party**'s behalf, fails to object or seek a
 10 protective order from this Court within fourteen (14) calendar days' notice to the **Non-Party** of the
 11 discovery request, the **Producing Party** may produce the **Non-Party**'s confidential information
 12 responsive to the discovery request. If the **Non-Party**, or the **Producing Party** on the **Non-Party**'s
 13 behalf, timely objects, the **Producing Party** shall not produce any information in its possession or
 14 control that is subject to the confidentiality agreement with the **Non-Party** before a determination by
 15 the Court.¹ If an informal resolution cannot be reached, it shall be the burden of the **Requesting**
 16 **Party** to seek any appropriate relief under LR 26-6. The burden of persuasion in any such
 17 proceeding shall be on the **Non-Party**. Frivolous objections to legitimate discovery requests may
 18 subject a **Non-Party** to sanctions.

19 16. If a **Receiving Party** learns that, by inadvertence or otherwise, it has disclosed
 20 **Confidential Documents** or **Attorneys' Eyes Only Material** to any person or in any circumstances
 21 not authorized under this Stipulated Protective Order, the **Receiving Party** must as soon as
 22 practicable: (a) notify in writing the **Designating Party** of the unauthorized disclosures, (b) use its
 23 best efforts to retrieve all unauthorized copies of the protected material, (c) inform the person or
 24 persons to whom unauthorized disclosures were made of all of the terms of this Order, and (d)
 25 request such person or persons to execute the "Acknowledgment and Agreement to Be Bound" that
 26 is attached hereto as Exhibit "A."

27 ¹ The purpose of this provision is to alert the interested **Parties** to the existence of confidentiality
 28 rights of a **Non-Party** and to afford the **Non-Party** an opportunity to protect its confidentiality
 interests in this Court.

1 17. The protections conferred by this Stipulation and Order do not cover the following
2 information: (a) any information that is in the public domain at the time of disclosure to a **Receiving**
3 **Party** or becomes part of the public domain after its disclosure to a **Receiving Party** as a result of
4 publication not involving a violation of this Order, including becoming part of the public record
5 through trial or otherwise; (b) any information known to the **Receiving Party** prior to the disclosure
6 or obtained by the **Receiving Party** after the disclosure from a source who obtained the information
7 lawfully and under no obligation of confidentiality to the **Designating Party**; and (c) a **Party's** use
8 of its own **Confidential Documents** and information.

9 18. Within ten (10) days after the **Conclusion of this litigation**, unless the Court orders
10 otherwise, Counsel for any **Party** who receives **Confidential Documents** or **For Attorneys' Eyes**
11 **Only Material** from the other **Party** shall notify in writing Counsel for the other **Party** of the total
12 number of Exhibit A's Counsel caused to be executed pursuant to Paragraph 5(d).

13 19. Within twenty-one (21) days after the **Conclusion of this litigation**, unless the Court
14 orders otherwise, Counsel for any **Party** who received **Confidential Documents** or **Attorneys'**
15 **Eyes Only Material** shall request from all **Persons** to whom **Confidential Documents** and
16 **Attorneys' Eyes Only Material** have been provided an affidavit in the form of Exhibit B hereto.
17 The request shall include notification to the recipients that the litigation has concluded. **Copies** of
18 such requests shall be sent to the other **Party**.

19 20. Within twenty-one (21) days of receipt of notice of the **Conclusion of this litigation**,
20 each **Covered Person** under Paragraph 5(d) of this Order shall:

21 a. Return to the counsel that disclosed **Confidential Documents** or **For**
22 **Attorneys' Eyes Only Material** to them and all documentary materials reflecting same which are in
23 his/her possession, custody or control; and

24 b. serve upon the disclosing counsel an affidavit in the form of Exhibit B,
25 attesting that he/she has returned all **Confidential Documents** and **For Attorneys' Eyes Only**
26 **Material**.

21. Unless the Court orders otherwise, within sixty (60) days after the **Conclusion of this litigation**, every counsel who has received the **Confidential Documents or Attorneys' Eyes Only Material** of another **Party** shall:

a. Return the original **Confidential Documents or Attorneys' Eyes Only Material** provided by the **Producing Party** which are in the possession, custody or control of such counsel; and

b. destroy such documentary materials reflecting information contained in or derived from **Confidential Documents or Attorneys' Eyes Only Material** provided by the **Producing Party** which are in the possession custody or control of such counsel, and notify counsel for the **Producing Party** in writing that such action has been taken;

c. file under seal, all original executed affidavits received; and

d. inform counsel for the **Producing Party** in writing of the identity of any **Confidential Documents or Attorneys' Eyes Only Material** contained in or derived from such **Documents**, known to such counsel, which have *not* been returned and/or destroyed in the manner required by this Order, and the identity of any **Person** who has failed to return each such **Confidential Document**, item of **Confidential Information**, and/or **Attorneys' Eyes Only Material**.

22. Nothing in this Order shall limit or otherwise affect:

a. The rights of any **Party** to object to any further production or use at trial of **Confidential Documents or Attorneys' Eyes Only Material** or the information contained therein; or

b. the rights of any **Party** to seek a more restrictive treatment of highly **Confidential Information** or **Attorneys' Eyes Only Material**.

23. At the **Conclusion of this litigation**, the Court shall retain jurisdiction in the case for enforcement of this Order. At the **Conclusion of this litigation**, counsel for a **Producing Party** shall not be entitled to inspect and **Copy** those **Documents** previously filed under seal with the Court pursuant to this Order unless the Court determines the **Producing Party** has shown "Good Cause" to inspect and **Copy** said materials. An example of "Good Cause" may include the **Producing Party's**

1 documentation of a violation of this Order by submitting an affidavit to the Court showing that not
2 all of the **Documents** covered by this Order were returned or destroyed as provided by this Order.
3 “Good Cause” may also include a **Producing Party’s** documentation of a violation of this Order by
4 submitting an affidavit to the Court showing that the **Documents** governed by this Order were being
5 utilized in a manner not permitted by this Order. At least ten (10) days prior to any hearing on the
6 issue of whether a **Producing Party** has shown “Good Cause,” the **Producing Party** shall notify in
7 writing all counsel of record of the **Producing Party’s** attempt to establish “Good Cause” with the
8 Court so as to permit the **Producing Party** to inspect and **Copy** those materials previously filed
9 under seal with the Court.

10 24. By their signature upon the stipulation for the entry of this Order and their signatures
11 below, counsel for the **Parties** signify their understanding of this Order and their agreement to abide
12 by its terms unless and until it is modified or superseded by further order of this Court. The attorneys
13 of record are responsible for employing reasonable measures, consistent with this Order, to control
14 duplication of, access to and distribution of **Copies of Confidential Information and Attorneys’**
15 **Eyes Only Material** and to collect or destroy all **Documents** at the **Conclusion of this litigation**.
16 Nothing in this Stipulation shall restrict the right of counsel to any **Party** in this litigation to retain
17 copies of all pleadings and work files generated in the course of this litigation, including after the
18 **Conclusion of this litigation**.

19 25. Designation of a **Document** as “**Confidential**” as defined in Paragraph 1, or
20 designation of a **Document** as “**Attorneys’ Eyes Only**” as defined in Paragraph 2, shall not waive
21 the rights of any **Party** to argue, in Court hearings or trial for the above captioned matter, that the
22 **Document** designated as **Confidential or Attorneys’ Eyes Only** is not legally **Confidential** and/or
23 a trade secret. Unless the parties agree otherwise, evidence of the existence or nonexistence of a
24 designation under this Protective Order shall not be admissible for any purpose. Nothing in this
25 Protective Order shall operate as an admission that any particular document or item of information
26 is, or is not, admissible in evidence at the trial of this action.

1 DATED: September 16, 2020

2 Respectfully submitted,

3 CARLSON CALLADINE & PETERSON LLP MESSNER REEVES LLP

4 By: /s/ Joyce C. Wang
5 Joyce C. Wang

By: /s/ Renee M. Finch
Renee M. Finch

6
7 Attorneys for Defendant
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22 Attorneys for Plaintiff
23 TREASURE ISLAND, LLC

DISTRICT OF NEVADA

Defendant.

Judge: Hon. James C. Mahan
Complaint filed: May 28, 2020

5. As a condition to receipt of documents marked **Confidential** and **Attorneys' Eyes Only** in this litigation, I consent to personal jurisdiction over me in the United States District Court, District of Nevada, solely for the purpose of enforcing the Protective Order.

1 Dated: _____, 20____ Signed: _____
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5 Print Name
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8 _____
9 Street Address
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12 _____
13 City, State, Zip Code
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UNITED STATES DISTRICT COURT

DISTRICT OF NEVADA

TREASURE ISLAND, LLC,

Plaintiff,

vs.

AFFILIATED FM INSURANCE COMPANY,

Defendant.

) Case No.: 2:20-cv-00965-JCM-EJY

) **EXHIBIT B TO STIPULATION**
) **FOR PROTECTIVE ORDER**

) Judge: Hon. James C. Mahan

) Complaint filed: May 28, 2020

The undersigned states subject to the penalties for perjury:

1. I was retained by a party to this litigation or by a party's counsel of record to offer analysis or advice, either as an expert witness or a consultant.

2. I have been furnished a copy of the Protective Order entered in this case restricting the use of confidential information.

3. I have received notice that this litigation has concluded.

4. I certify that I have [destroyed] [returned] all of the documents protected by the Protective Order, including the documentary materials reflecting information contained in or derived from such documents.

Dated: _____, 20__

Signed: _____

Print Name

Street Address

City, State, Zip Code

[PROPOSED] ORDER

Good cause appearing, **IT IS SO ORDERED** that the parties' Stipulation and Protective Order filed on _____, 2020, is **APPROVED** in its entirety.

Dated: _____

UNITED STATES MAGISTRATE JUDGE

CERTIFICATE OF SERVICE

The undersigned counsel hereby certifies that on September 16, 2020, a true and correct copy of the **STIPULATION FOR PROTECTIVE ORDER AND PROTECTIVE ORDER** was electronically filed with the Clerk of Court via the Court's CM/ECF System and will be sent electronically to all registered participants as identified on the Notice of Electronic Filing.

By: /s/ Joyce C. Wang
JOYCE C. WANG (*pro hac vice*)
(CA SBN 121139)